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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Before the
FEDERAL COMMUNICATIONS COMMISSION

Washington, DC 20554

RECEIVED
OCT 14 1992
MAIL BRANCH

In the Matter of)
)
Amendment of Section 73.202(b),) MM Docket No. 92-176
Table of Allotments) RM-
FM Broadcast Stations.)
(Bentonville and Mountain Home,)
Arkansas))

To: Chief, Policy and Rules Division

COMMENTS AND COUNTERPROPOSAL

Mountain Home Broadcasting Corporation ("MHBC"), licensee of Station KTLO-FM, Mountain Home, Arkansas, A&J Broadcasting Co. ("A&J"), licensee of Station KCTT-FM, Yellville, Arkansas, and Twin Cities Broadcasting, Inc. ("Twin Cities"), licensee of Station KOZX(FM), Cabool, Missouri, by their counsel and pursuant to Section 1.420 of the Commission's Rules (47 C.F.R. §1.420), hereby jointly submit their Comments and Counterproposal with respect to the Commission's Notice of Proposed Rule Making and Order to Show Cause, released August 24, 1992 ("NPRM") in the above-captioned proceeding. In support the following is stated:

1. Demaree Media, Inc. ("Demaree"), licensee of Station KOLZ(FM) at Bentonville, Arkansas, filed a Petition for Rule Making seeking the substitution of Channel 252C2 for Channel

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252C3 at Bentonville, Arkansas, and the modification of its license to specify operation on the higher powered channel. In order to accommodate the request in conformity with the minimum distance separation requirements of the Commission's Rules, the petitioner also requested the substitution of Channel 232A for Channel 252A at Mountain Home, Arkansas, and the modification of the license of Mountain Home Broadcasting Corporation for Station KTLO-FM.

2. MHBC, A&J and Twin Cities do not object to the proposed upgrade of KOLZ(FM) at Bentonville. They do though object to the substitution of Channel 232A for Channel 252A at Mountain Home. MHBC, A&J and Twin Cities offer as a counterproposal, changes in the Commission's Table of Allotments which will provide upgraded service at Bentonville and Mountain Home as well as changes and improvements in the allotments at Yellville and Cabool which have been approved by the respective licensees and are in the public interest.

3. Channel 252C2 can be substituted for Channel 252C3 at Bentonville, Arkansas, and the license of KOLZ(FM) modified accordingly as outlined in the NPRM.

4. It is jointly requested that the Commission substitute Channel 250C2 for Channel 252A at Mountain Home and modify the license of KTLO-FM accordingly. Channel 250C2 can be allotted to Mountain Home, with a site restriction 22.0 kilometers south southeast of the community, if a substitution

channel spacing study showing the availability of Channel 250C2 at Mountain Home.

5. Although there is no other Class C2 channel which meets applicable Commission spacing requirements for allotment to Yellville, A&J, the licensee of KCTT-FM, has agreed to accept the substitution of Channel 269A for Channel 249C2 at Yellville and the modification of the station license. Channel 249C2 was allotted to Yellville in MM Docket No. 87-565. Scott Miller, then licensee of KCTT-FM, did not file an application seeking operation with upgraded facilities before assigning the station license to A&J on August 23, 1989. A&J did not file an application with the Commission seeking upgraded operation until January 9, 1992.

6. Channel 249C2 was allotted to Yellville with a 28.3 kilometer site restriction west of the community. Yellville is a very small town, (1990 population of 1181 persons) barely able to support a Class A allotment, much less a Class C2 channel. The expenses associated with constructing and operating a Class C2 facility at Yellville are more than what the station can afford. A&J is well aware of this reality and feels that it can not only operate more economically, but better serve the Yellville community with a Class A facility.

7. It is requested that Channel 269A be substituted for Channel 249C2 at Yellville. Attached as Exhibit 2 is a channel spacing study showing that Channel 269A can be allotted to Yellville at the present KCCT-FM antenna site.

MHBC has agreed to pay A&J the sum of \$40,000.00 to dismiss its upgrade application for Class C2 operation on Channel 249 and accept the substitution of Channel 269A for Channel 249C2 at Yellville and the modification of the license for KCTT-FM. The Agreement between the parties is included herein as Exhibit 3.

8. As shown in Exhibit 1, Channel 250C2 may be allotted to Mountain Home with a site restriction of 22.0 kilometers south southeast of the community. Further engineering studies, included herein as Exhibit 4, have revealed that if Channel 271A were substituted for Channel 251A at Cabool, Missouri, Channel 250C2 could be allotted to Mountain Home on property immediately adjacent to the KTLO-FM antenna site. Exhibit E-5 is a channel spacing study showing that Channel 271A can be allotted 4.0 kilometers north of the present KOZX(FM) antenna site and meet applicable Commission spacing requirements. The availability of Channel 271A at Cabool is contingent upon a Petition for Reconsideration filed by Lake Broadcasting, Inc. ("Lake") in MM Docket No. 89-120 being denied or dismissed. Lake, the licensee of Station KBMX(FM) at Eldon, Missouri, had requested the allotment of Channel 270C1 at Eldon for use by KBMX(FM). The Commission refused to allot Channel 270C1 at Eldon for use by KBMX(FM), thus triggering the Petition for Reconsideration. Lake, in a Petition for Rule Making filed concurrently with the Petition for Reconsideration, requested the allotment of Channel 270C2

at Eldon for use by KBMX(FM). The allotment of Channel 270C2 at Eldon does not conflict with the use of Channel 271A at Cabool.

9. MHBC has agreed to pay Twin Cities a sum, not to exceed \$20,000.00, to cover the expenses associated with relocating the KOZX antenna site and changing the station's operating frequency to Channel 271A. This agreement, included herein as Exhibit 6, between MHBC and Twin Cities is contingent upon a favorable outcome in MM Docket No. 89-120 allowing the substitution of Channel 271A for Channel 251A at Cabool. KOZX presently operates with an effective radiated power of 3.0 kilowatts at an antenna height of just 67 meters above the average terrain. This antenna site change would allow the station to operate with maximum Class A facilities and provide much improved service to this area of southern Missouri.

10. It appears that Lake's Petition for Reconsideration in MM Docket No. 89-120 may well be a moot point before a Report and Order can be issued in MM Docket No. 92-176. This being a distinct possibility, it is alternatively requested, should Lake's Petition for Reconsideration be denied or dismissed before a Report and Order can be issued in this docket, that Channel 250C2 be allotted to Mountain Home at North Latitude 36-20-25 West Longitude 92-23-59 and the KTLO-FM license modified accordingly. These coordinates are near the present KTLO-FM antenna site.

11. In support of the proposed substitutions at Mountain Home, Yellville and Cabool, it is noted that the Commission has on numerous occasions stated that the "substitution of an existing station's channel at one community serves the public interest where the substitution permits the provision of new or expanded service at another community." Eddyville and Fort Madison, Iowa, 4 FCC Rcd 7774 (1989); see also Marietta, Ohio and Ravenswood, WV, 2 FCC Rcd 4681 (1987) and Albany, NY, et al., 2 FCC Rcd 4300 (1987), 3 FCC Rcd 4681 (1987).

12. The allotment changes proposed in this counterproposal creates a more efficient use of the spectrum and is in the public interest. The Commission has determined that expanded service to the public and spectrum efficiency provide significant public service benefits. See Report and Order in MM Docket No. 85-313, 60 RR 2d 114, 118 (1986). Thus, the joint counterproposal is in the public interest.

13. An upgrade for KTLO-FM on Channel 250C3 would allow the station to better serve the residents of not only Mountain Home and Baxter County, but the surrounding areas of northern Arkansas and southern Missouri. This area currently does not receive a wealth of broadcast service.

14. Because Channel 250C2 would not be available to a third party for use at Mountain Home, MHBC's license may be modified to specify operation on the higher class channel pursuant to Rule 1.420(g). Upon a grant of this request, MHBC will proceed promptly with construction of its upgrade.

15. MHBC, A&J and Twin Cities jointly request that the Commission amend the FM Table of Allotments for those parties in MM Docket No. 92-176 as follows:

<u>City</u>	<u>Existing</u>	<u>Proposed</u>
Bentonville, AR	252C3	252C2
Mountain Home, AR	252A, 288C2, 298C1	250C2, 288C2, 298C1
Yellville, AR	249C2	269A
Cabool, MO	251A	271A

16. This proposed scheme of allotments would allow for upgrade service at Bentonville and Mountain Home, a true reflection of a channel's intended use at Yellville and enhanced Class A service at Cabool. The Commission should adopt this counterproposal, as all affected parties are in total agreement and the allotment scheme represents the most efficient use of the spectrum.

17. Based upon the foregoing, MHBC, A&J and Twin Cities hereby jointly request that the Commission: (i) substitute Channel 252C3 for Channel 252C2 at Bentonville, Arkansas and modify the license of Station KOLZ(FM) accordingly; (ii) substitute Channel 250C2 for Channel 252A at Mountain Home, Arkansas and modify the license of Station KTLO-FM accordingly; (iii) allot Channel 250C2 to Mountain Home at the coordinates near the present KTLO-FM antenna site if there is a favorable disposition to Lake's Petition for

Reconsideration at Eldon, Missouri; (iv) substitute Channel 269A for Channel 249C2 at Yellville, Arkansas and modify the license of Station KCTT-FM accordingly; and (v) substitute Channel 271A for Channel 251A at Cabool, Missouri and modify the license of Station KOZX(FM) accordingly.

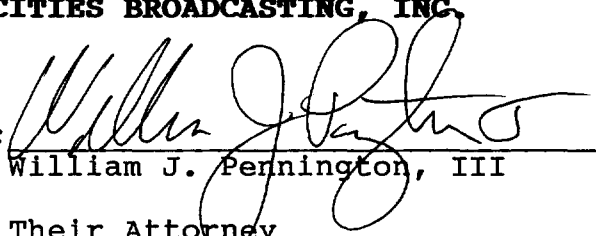
Respectfully submitted,

MOUNTAIN HOME BROADCASTING CORPORATION

A&J BROADCASTING COMPANY

TWIN CITIES BROADCASTING, INC.

By:


William J. Pennington, III
Their Attorney

William J. Pennington
Attorney at Law
Post Office Box 4203
Wilmington, NC 28406

October 13, 1992

CHANNEL SPACING STUDY

MOUNTAIN HOME AR

SUB FOR 252A

REFERENCE

36 10 0 N
92 15 0 W

CLASS C2

DISPLAY
SEARCH DATE
09-24-92

----- CHANNEL 250 - 97.9 MHz -----

CALL	CH#	CITY	STATE	BEAR'	D-KM	R-KM	MARGIN	
KCTTFM	249A	Yellville	AR	284.6	41.33	106.0	-64.67	*
KCTTFM	249C2	Yellville	AR	276.3	70.67	130.0	-59.33	*
KTLOFM	252A	Mountain Home	AR	326.3	24.26	55.0	-30.74	*
KOZX	251A	Cabool	MO	5.5	107.71	106.0	1.71	<
KZBB	250C	Poteau	OK	241.1	251.39	249.0	2.39	<
ALOPEN	249C2	Augusta	AR	142.7	137.08	130.0	7.08	
KABKFM	249A	Augusta	AR	143.4	117.97	106.0	11.97	
WPYR	251C	Millington	TN	112.6	201.62	188.0	13.62	
KABKFM	249C2	Augusta	AR	153.8	143.78	130.0	13.78	
ALOPEN	250A	Waynesville	MO	2.1	184.53	166.0	18.53	
KXUS.C	247C	Springfield	MO	328.6	132.56	105.0	27.56	
KURBFM	253C	Little Rock	AR	188.4	153.38	105.0	48.38	
KKLLFM	250A	Webb City	MO	298.4	218.81	166.0	52.81	
KXUS	247C1	Springfield	MO	322.2	150.76	79.0	71.76	
KXUS.A	247C1	Springfield	MO	322.2	150.76	79.0	71.76	
KSTG.C	250C3	Sikeston	MO	68.4	250.49	177.0	73.49	

CHANNEL SPACING STUDY

YELLVILLE AR

SUB FOR 249C2

REFERENCE

36 15 39 N
92 41 41 W

CLASS A

DISPLAY
SEARCH DATE
09-24-92

----- CHANNEL 269 -101.7 MHz -----

CALL	CH#	CITY	STATE	BEAR'	D-KM	R-KM	MARGIN
KVOMFM	269A	Morrilton	AR	183.2	122.45	115.0	7.45
KISK.C	270C2	Lowell	AR	279.9	116.45	106.0	10.45
KTXR.C	267C	Springfield	MO	348.3	105.79	95.0	10.79
KTXR	267C	Springfield	MO	348.3	105.79	95.0	10.79
KJBR.C	270C	Jonesboro	AR	100.7	183.28	165.0	18.28
KJBR	270C	Jonesboro	AR	100.7	183.28	165.0	18.28
KPIK	268A	Beebe	AR	149.2	138.24	72.0	66.24
AD270	270C1	Eldon	MO	6.6	201.75	133.0	68.75
ALOPEN	269C3	Tahlequah	OK	254.9	216.02	142.0	74.02

EXHIBIT 3

**AGREEMENT BETWEEN MOUNTAIN HOME BROADCASTING CORPORATION
AND A&J BROADCASTING COMPANY**

STATE OF ARKANSAS)
COUNTY OF BAXTER)

AGREEMENT

THIS AGREEMENT is hereby entered into as of the date written below, by and among A&J BROADCASTING, INC., (hereinafter "A&J"), owner of the radio station KCTT-FM at Yellville, Arkansas, and MOUNTAIN HOME BROADCASTING CORPORATION (hereinafter "MHBC"), licensee of radio station KTLO-FM at Mountain Home, Arkansas.

NOW THEREFORE, for in consideration of the mutual promises and undertakings herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. A&J hereby agrees to dismiss its pending application with the Federal Communications Commission (hereinafter "FCC") requesting Class C2 facilities for KCTT-FM on Channel 249 (97.7 MHz.). A&J further agrees to accept Class A facilities for KCTT-FM on Channel 269A (101.7 MHz.) in order to allow KTLO-FM to operate with Class C2 facilities on Channel 250 (97.9 MHz.).

2. A&J agrees to cooperate with MHBC and the FCC in effectuating the changes outlined above in the Commission's FM Table of Allotments. These changes are specifically requested as a Counterproposal in MM Docket No. 92-176.

3. MHBC agrees to pay A&J the sum of \$40,000.00 (Forty Thousand Dollars and No Cents) to accept the downgrading and channel change for KCTT-FM. This sum will be paid as follows:

a) \$25,000.00 (Twenty-five Thousand Dollars and No Cents) cash upon the issuance of a Final Report and Order substituting Channel 250C2 (97.9 MHz.) for Channel 252A (98.3 MHz.) at Mountain Home, Arkansas and modification of KTLO-FM's license for operation on that channel, and the substitution of Channel 269A (101.7 MHz.) for Channel 249C2 (97.7 MHz.) at Yellville, Arkansas and modification of KCTT-FM's license for the operation on that channel.

b) The remaining balance shall be paid out over Three years. On each of the first three years MHBC shall pay to A&J the sum of \$5,000.00 (Five Thousand Dollars and No Cents) in cash. The money owned A&J over the three year period may be paid annually or monthly.

4. This agreement is contingent on Channel 269A (101.7 MHz.) being available for use at the present KCTT-FM antenna site.

5. MHBC shall be responsible for all costs incurred in moving KCTT-FM from Channel 249 (97.7 MHz.) to Channel 269 (101.7 MHz.). These costs include all legal and engineering fees and associated Commission filing fees.

6. No inducements, representations, or warranties except as specifically set forth in this Agreement have been made by any of the parties to this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes any and all prior agreements or any other understandings between the parties of whatever nature with respect to the subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the ocnditions or provisions of this Agreement be effective and binding unless such waiver shall be deemed to be a waiver of any preceding or succeeding breach of the same of any other provision. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

7. Both parties represent and warrant that it has the right to enter into this Agreement, and there are no agreements, expressed or implied, that in any manner would prevent the parties from entering into this Agreement or would impede the parties from meeting the obligations hereunder.

8. All notices required under this Agreement shall be in writing and shall be deemed given to addressee when mailed if mailed by prepaid, certified, first class United States mail to the Address for notice of such addressee set forth below:

If to A&J Glen Adams
A&J Broadcasting, Inc.
Post Office Box 100
Yellville, Arkansas 72687

If to MHBC Bob Dean Knight
KTLO AM/FM
Post Office Box C
Mountain Home, Arkansas 72653

Copy to: William J. Pennington, III
Attorney at Law
Post Office Box 4203
Wilmington, North Carolina 28406

9. This Agreement shall be governed by and construed with the laws of the State of Arkansas, with regard to its choice of law rules.

Dated this 8 Day of Oct., 1992.

WITNESSES:

Robert A. Moore
Henry L. Ward

Glen B. Adams
Glen Adams, President
A&J Broadcasting, Inc.

Bob Dean Knight
Bob Dean Knight, President
Mountain Home Broadcasting
Corp.

Subscribed and sworn to before me on this 8 day of Oct, 1992.

My commission expires on Aug. 28, 2000.

Gayla Edmonson
Gayla Edmonson - Notary Public

CHANNEL SPACING STUDY

MOUNTAIN HOME AR

REFERENCE
36 20 25 N
92 23 59 W

CLASS C2

DISPLAY
SEARCH DATE
10-13-92

----- CHANNEL 250 - 97.9 MHz -----

CALL	CH#	CITY	STATE	BEAR'	D-KM	R-KM	MARGIN
KCTTFM	249A	Yellville	AR	251.6	27.93	106.0	-78.07 *
KCTTFM	249C2	Yellville	AR	258.5	57.89	130.0	-72.11 *
KTLOFM	252A	Mountain Home	AR	0.0	0.92	55.0	-54.08 *
KOZX	251A	Cabool	MO	15.1	91.09	106.0	-14.91 *
ALOPEN	250A	Waynesville	MO	6.9	166.35	166.0	0.35 <
KZBB	250C	Poteau	OK	235.7	249.74	249.0	0.74 <
KXUS.C	247C	Springfield	MO	329.3	109.12	105.0	4.12
ALOPEN	249C2	Augusta	AR	143.1	160.56	130.0	30.56
KKLLFM	250A	Webb City	MO	295.3	197.98	166.0	31.98
WPYR	251C	Millington	TN	115.9	221.68	188.0	33.68
KABKFM	249A	Augusta	AR	143.7	141.46	106.0	35.46
KABKFM	249C2	Augusta	AR	152.6	167.06	130.0	37.06
KXUS	247C1	Springfield	MO	321.6	127.29	79.0	48.29
KXUS.A	247C1	Springfield	MO	321.6	127.29	79.0	48.29
KFBDFM	249A	Waynesville	MO	6.9	166.35	106.0	60.35
KURBFM	253C	Little Rock	AR	182.9	171.23	105.0	66.23

CHANNEL SPACING STUDY

CABOOL MO

REFERENCE

 37 9 30 N
 92 6 30 W

CLASS A

DISPLAY

 SEARCH DATE
 10-13-92

----- CHANNEL 271 -102.1 MHz -----

CALL	CH#	CITY	STATE	BEAR'	D-KM	R-KM	MARGIN
AD270	270C1	Eldon	MO	344.1	104.82	133.0	-28.18 *
KKDY	273C2	West Plains	MO	160.0	55.37	55.0	0.37 <
KJPWFM	272A	Waynesville	MO	357.0	73.44	72.0	1.44 <
DE272	272A	Waynesville	MO	357.0	73.44	72.0	1.44 <
AD271	271A	Brookline	MO	270.3	116.51	115.0	1.51 <
KXIY.C	271A	Cuba	MO	31.5	117.87	115.0	2.87 <
DE271	271A	Cuba	MO	31.7	118.32	115.0	3.32
KJBR.C	270C	Jonesboro	AR	136.6	184.07	165.0	19.07
KJBR	270C	Jonesboro	AR	136.6	184.07	165.0	19.07
AD270	270C2	Eldon	MO	341.3	131.43	106.0	25.43
AD274	274C3	Waynesville	MO	357.0	73.44	42.0	31.44
AD274	274A	Waynesville	MO	357.0	73.44	31.0	42.44
DE270	270A	Eldon	MO	341.3	131.43	72.0	59.43
DE270	270A	Eldon	MO	341.3	131.43	72.0	59.43
KBMX	270A	Eldon	MO	341.3	131.43	72.0	59.43
AP274	274A	Lake Ozark	MO	337.0	105.68	31.0	74.68

EXHIBIT 6

**AGREEMENT BETWEEN MOUNTAIN HOME BROADCASTING CORPORATION
AND TWIN CITIES BROADCASTING, INC.**

STATE OF ARKANSAS)
)
COUNTY OF BAXTER)

AGREEMENT

THIS AGREEMENT is hereby entered into as of the date written below, by and among MOUNTAIN HOME BROADCASTING CORPORATION (hereinafter "MHBC"), licensee of radio station KTLO-FM at Mountain Home, Arkansas, and TWIN CITIES BROADCASTING, INC. (hereinafter "TWIN CITIES"), licensee of radio station KOZX(FM) at Cabool, Missouri.

NOW THEREFORE, for in consideration of the mutual promises and undertakings herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Twin Cities hereby agrees to change the KOZX operating frequency from FM Channel 251A (98.1 MHz.) to Channel 271A (102.1 MHz.) in order to allow radio station KTLO-FM to meet Federal Communications Commission (hereinafter "FCC") channel spacing requirements so to upgrade its facilities on FM Channel 250C2 (97.9 MHz.).

2. It is understood that in order for KOZX to operate on Channel 271A (102.1 MHz.) that a change in antenna sites must be made so to meet applicable FCC channel spacing requirements.

3. Twin Cities agrees to cooperate with MHBC and the FCC in effectuating the changes outlined above in the Commission's FM Table of Allotments. These changes are specifically requested as a Counterproposal in MM Docket No. 92-176.

4. MHBC agrees to pay Twin Cities a sum, not to exceed \$20,000.00 (Twenty Thousand Dollars and No Cents), to cover the

expenses associated with changing the KOZX operating frequency. These expenses included moving the existing tower to a location which is properly spaced for operation on FM Channel 271A (102.1 mHz.), providing an antenna which will allow the station to operate with its permitted effective radiated power, and the modification of frequency sensitive station equipment which will allow the station to operate on Channel 271-A (102.1 mHz.). MHBC will be responsible for locating and securing the equipment and labor necessary for effectuating the changes outlined herein to the KOZX facilities. In addition, payment of all legal, engineering, and Commission filing fees associated with the anticipated KOZX channel change will be the responsibility of MHBC.

5. This agreement is contingent on the FCC issuing a Final Report and Order, no longer subject to administrative or judicial review, in MM Docket No. 92-176 allotting Channel 271A for use by KOZX at Cabool, Missouri, in addition to other proposed changes at both Mountain Home and Yellville, Arkansas. It is understood that Lake Broadcasting, Inc. (hereinafter "Lake"), licensee of Radio Station KBMX(FM) at Eldon, Missouri, has a Petition for Reconsideration pending before the FCC in MM Docket No. 89-120. This Petition for Reconsideration was filed when the FCC refused to allot FM Channel 270C1 (101.9 mHz.) at Eldon for use by KBMX(FM). Lake, in a Petition for Rulemaking filed concurrently with the Petition for Reconsideration, stated that they would be willing to accept the allotment of FM Channel 270C2 (101.9 mHz.) for use by KBMX(FM). MHBC is confident that the FCC will deny Lake's Petition

for Reconsideration and allot Channel 270C2 (101.9 MHz.) at Eldon. This anticipated outcome will allow the use of Channel 271A (102.1 MHz.) at Cabool for use by KOZX.

6. No inducements, representations, or warranties except as specifically set forth in this Agreement have been made by any of the parties to this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements or any other understandings between the parties of whatever nature with respect to the subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be deemed to be a waiver of any preceeding or succeeding breach of the same of any other provision. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

7. Both parties represent and warrant that it has the right to enter into this Agreement, and there are no agreements, expressed or implied, that in any manner would prevent the parties from entering into this Agreement or would impede the parties from meeting the obligations hereunder.

8. All notices required under this Agreement shall be in writing and shall be deemed given to addressee when mailed if

mailed by prepaid, certified, first class United States mail to
the address for notice of such addressee set forth below:

If to MHBC

Bob Dean Knight
KTLO AM/FM
Post Office Box C
Mountain Home, AR 72653

If to TWIN CITIES

Henry Grosenbacher
KOZX Radio
Post Office Box 514
Cabool, MO 65689

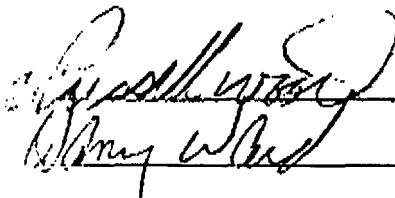
cc:

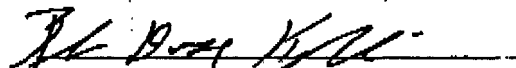
William J. Pennington, III
Attorney at Law
Post Office Box 4203
Wilmington, NC 28406

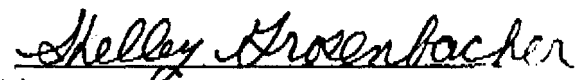
9. This Agreement shall be governed by and construed with
the laws of the State of Arkansas, with regard to its choice of
law rules.

Dated this 12 day of October, 1992.

WITNESSES:




Bob Dean Knight, President
Mountain Home Broadcasting Corp.


Shelley Grosenbacher, President
Twin Cities Broadcasting, Inc.

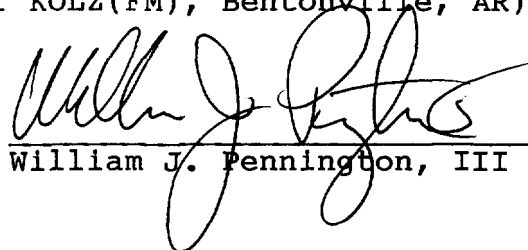
CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of October, 1992, I deposited copies of the foregoing "Comments and Counterproposal" in the United States mail, first class, postage prepaid, addressed to the following:

Michael C. Ruger
Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, NW
Washington, DC 20554

Nancy Joyner
Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, NW
Washington, DC 20554

Demaree Media, Inc.
Attn: L. Patrick Demaree
Post Office Box 878
Fayetteville, AR 72702
(Licensee of KOLZ(FM), Bentonville, AR)



William J. Pennington, III